

### REMARKS

The examiner has suggested that the "Background of the Invention" section would be more appropriate under the "Field of the Invention." The above self-explanatory specification amendments address this issue.

Claims 1-26 are pending. Claims 1-3 and 7-22 are elected for prosecution after an election without traverse and claims 4-6 and 23-26 are withdrawn from further consideration, which is confirmed.

There are certain formal objections to the claims which the above self-explanatory amendments handle.

Claims 1-3 and 7-22 have been rejected under 35 USC 102(e) as being anticipated by Crevelt, USP 5,902,983.

The present invention, as recited in claim 1, links a barter network and a gaming server.

Crevelt discloses a gaming system using gaming machines, such as slot machines. Money and credit or debit cards can be used to buy gaming credits in order to play. Crevelt also states at Column 6 lines 46-48, "The account may or may not be a cash account; it could be based upon credit, barter, or any other form of agreed upon value."

Crevelt does not disclose how the "barter" would be carried out, and does not disclose linking to a barter network. Barter is defined as: **"The act of trading goods and services without the use of money"** in the American Heritage Dictionary. In Crevelt, it appears that the player can agree to play for something other than money, but Crevelt does not disclose and it does not follow that Crevelt's gaming server is linked with a barter network.

The following policies from cte.barter.com show what a barter network as claimed is.

**Nature of trade dollars**

“Client will offer its products and/or services to other clients of CTE for Trade Credits (also referred to as "Trade Dollars") posted to Client's account pursuant to these Rules and Regulations. Neither CTE nor any Exchange members shall consider or treat Trade Dollars as legal tender, securities, or commodities, and cannot redeem them from the Exchange for cash. The terms "Trade Credits" or "Trade Dollars" refer to an accounting entry with an assigned arbitrary value which is used by all affected parties as a practical method of recording the value of every transaction which results in a transfer of goods or services between Exchange Clients. CTE specifically disclaims any responsibility for the negotiability of goods and services from any source. It is understood and agreed that Client may not be considered a creditor of CTE or the Exchange in relation to Client's ability or lack thereof to utilize or spend Trade Dollars in Client's account. Furthermore, Client recognizes and grants to CTE and its officers and directors the authority to regulate and control the amount of outstanding Trade Dollars in the barter network and to borrow and spend Trade Dollars in accordance with the rules, guidelines, and recommendations established by the National Association of Trade Exchanges.”

**5. All Transactions are Between Buyer and Seller**

“CTE shall use its reasonable efforts to administer the Exchange, however, it shall bear no responsibility for the quality of the products and/or services exchanged. Seller must furnish Buyer with all items relating to the purchase, including but not limited to materials, products, labor base price, sales taxes, etc. Seller will

receive the full Trade Dollar value for the sale. The Seller must stand behind its products and/or services as with cash transactions, and the Buyer's sole remedy shall be against the Seller. In no event shall CTE be obligated to Client or Guarantor for any other Exchange member's breach of this Contract or of the Exchange Rules and Regulations. Both Buyer and Seller should protect themselves as they would in a cash transaction. Normal contracts, deposits, and agreement forms used in ordinary cash transactions should *still be utilized*, in addition to Exchange sales slips. Quite simply, all ordinary legal rights between a Buyer and Seller on an Exchange transaction remain the same as if it were a cash transaction. Only the method of payment is different, and CTE's stipulated forms, rules, and procedures must be adhered to. It is understood that CTE is not a party to any transaction between buyer and seller, but is merely a third party record keeper."

The present invention connects a bartering **network** to a gaming server (claim 1) where bartering units are obtained from a barter network (claim 1, subparagraph b) and are transferred into gaming credits (claim 1, subparagraph c).

When gaming credits are won they are added to the players gaming credit account (claim 2). If a player loses credits the amount lost is subtracted from the player account (claim 3).

Connection to the barter network is not shown or anticipated by Crevelt. All that Crevelt would teach is that one can trade something, e.g., stamps or tokens, directly with the gaming controller in order to play.

In the present invention as claimed, after the user is finished gaming his credits can be converted back into bartering credits (claim 4). While this claim is withdrawn, only the system of connection to a barter network enables this possibility. Crevelt does

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not. Crevelt does not have a barter network or a system for converting bartering credits into gaming credit and the back into barter credits, so there is NO reason for Crevelt to connect to a barter network other than hindsight.

Claims 1-3, 7-12 and 14-22 are rejected under 45 USC 102(e) as anticipated by James, USP 5,964,660.

James discloses a server for multiplayer online video game. A player's score or money owned in the game (fake money only for buying resources in the game) is kept on a database. A player can receive more money in the game by reading advertisements from participating companies.

No where in the James patent is there any actual credit or barter unit transfers. It is very different from the claimed invention. The database is can only keep track of one kind of unit which is fake money. There is no trading of resources and exchanging one type of unit or credit for another. There is NO connection or suggestion of connection to a barter network. Once the player has read the advertisements and gotten "money" there is nothing for the player to transfer his "money" back into.

The present invention is patentable over the Crevelt patent because it connects a gaming network with a barter network.

In view of the above amendments and remarks, reconsideration of the application and allowance of all of the claims are respectfully requested. If any issues remain which can be resolved by a supplemental response or an Examiner's Amendment, the Examiner is respectfully requested to contact the undersigned attorney at the telephone number indicated below.

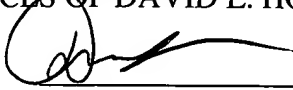
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It is not believed that any additional fees are due; however, in the event of any additional fees are due, the Examiner is authorized to charge the enclosed credit card listed on the enclosed authorization form.

Respectfully submitted,

LAW OFFICES OF DAVID L. HOFFMAN

Date: June 19, 2006

  
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Encls.

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